

Invitation for Bids No. J08247

To Furnish & Deliver Cisco, IBM and VMWare Hardware and Support to The Judiciary, State of Hawaii

NOTE: If this solicitation document was downloaded through the internet, each interested person must register through email, providing contact information to the listed contact person in the Judiciary Contracts & Purchasing Office. Registration is essential for you to receive any addendums or other information for this solicitation. The Judiciary shall not be responsible for any missing addenda, clarifications, attachments or other information regarding this solicitation if an offer is submitted from an incomplete solicitation document.

MAY 19, 2008

NOTICE TO OFFERORS

This solicitation is provided to you for information purposes. If interested in responding to this solicitation, you may choose to submit your offer on the downloaded document provided. **You must register** your company by fax or e-mail for this specific solicitation. If you do not register your company, you will not receive addenda, if any, and your offer **may be** rejected and not considered for award.

Registration

Submit FAX or E-MAIL to: FAX No.: (808) 538-5802
E-mail Address: jonathan.h.wong@courts.state.hi.us

Provide the following information:

- | | | |
|--------------------------|---|------------------------|
| I. Name of Company | Mailing Address | Name of Contact Person |
| II. Telephone Number | FAX number | E-mail Address |
| III. Solicitation Number | Fedex (or equivalent) account number (document will be sent by U.S. Postal Service first class mail if this is not provided). | |

**THE JUDICIARY, STATE OF HAWAII
HONOLULU, HAWAII
INVITATION FOR BIDS NO. J08247
MAY 19, 2008**

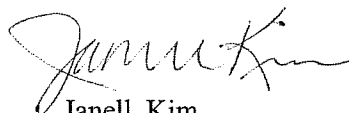
Competitive sealed bids to **FURNISH & DELIVER CISCO, IBM, AND VMWARE HARDWARE AND SUPPORT TO THE JUDICIARY, STATE OF HAWAII**, will be received at:

The Judiciary, State of Hawaii
Financial Services Division
Kauikeaouli Hale
1111 Alakea Street, 6th Floor
Honolulu, Hawaii 96813-2807

up to and **will be opened May 29, 2008, 2:00 P.M. HST.**

Offers received after the date and time specified above or at a location other than the location specified above will not be considered. All offers must be made on forms obtainable at the aforesaid place or from our web site at <http://www.courts.state.hi.us> under "General Information" and "Business with the Judiciary" and must be in accordance with the accompanying instructions.

Questions relating to the technical aspects of this Invitation for Bids may be directed to David Maeshiro, Chief Information Officer of the Judiciary's Information Technology and Communications Division at (808) 538-5301, email david.k.maeshiro@courts.state.hi.us ; other questions may be directed to Jonathan Wong in the Contracts & Purchasing Office, at (808) 538-5805, FAX (808) 538-5802, email jonathan.h.wong@courts.state.hi.us.



Janell Kim
Financial Services Administrator

(Judiciary & SPO Websites: MAY 19, 2008)

TABLE OF CONTENTS

SECTION ONE -SPECIFICATIONS	1
1.1 SCOPE	1
1.2 SPECIFICATIONS	1
1.3 DELIVERY	5
1.4 EQUIPMENT AND WARRANTY/MAINTENANCE	6
SECTION TWO SPECIAL PROVISIONS.....	7
2.1 SCOPE	7
2.2 OFFICER-IN-CHARGE.....	7
2.3 TERM OF CONTRACT	7
2.4 DELIVERY	7
2.5 OFFEROR QUALIFICATION	7
2.6 OFFER PREPARATION.....	8
2.6.1. Legal Name	8
2.6.2. Offer Price.....	8
2.6.3. Proposal Guarantee	9
2.6.4. Hawaii General Excise Tax License	9
2.6.5. Joint Contractors	9
2.7 OFFER QUOTATION.....	9
2.8 OFFER SUBMISSION	10
2.9 CONTRACT AWARD	10
2.9.1 Award.....	10
2.9.2 Tax Clearance	10
2.9.3 Certificate of Compliance	11
2.9.4 Certificate of Good Standing	11
2.9.5 Hawaii Compliance Express	12
2.9.6 Timely Submission of all Certificates.....	12
2.9.7 Final Payment Requirements	12
2.10 CONTRACT EXECUTION	12
2.11 CONTRACT BOND.....	13
2.12 INVOICING AND PAYMENT	13
2.13 DELIVERY EXTENSION	13
2.14 DELIVERY AND SITE PREPARATION	13
2.15 TRAINING OF PERSONNEL	14
2.16 TERMINATION FOR CAUSE.....	14
2.17 LIQUIDATED DAMAGES	14
2.18 INTERPRETATION OF PROVISIONS	15
2.19 CONFLICTS AND VARIATIONS.....	15
SECTION THREE - OFFER FORM	
SECTION FOUR - ATTACHMENTS	
GENERAL CONDITIONS	
PROCEDURAL REQUIREMENTS	
PUBLICATION 1, INFORMATION ON TAXES	
TAX CLEARANCE APPLICATION	
CERTIFICATE OF COMPLIANCE	

SECTION ONE -SPECIFICATIONS

1.1 SCOPE

Work in this contract shall consist of furnishing and delivering Cisco, IBM and VMWare Hardware and Support to the Judiciary, State of Hawaii. This Invitation for Bids is restricted to the Cisco, IBM and VMWare Hardware listed; no other Hardware will be accepted. Contractor shall be responsible for all costs of labor, tools, equipment and other appurtenances necessary to provide equipment and services.

1.2 SPECIFICATIONS

Cisco Switch (items 1-6)			
Item	Qty	Part Number	Product
1.	2	WS-C3750G-12S-S	Cisco Catalyst 3750 12 SFP+IPB Image
2.	1	CAB-STACK-50CM	Cisco StackWise 50 CM Stacking Cable
3.	2	CAB-AC	Power Cord, 110V
4.	3	GLC-T	GE SFP, RJ45 connector, 10/100/1000BT transceiver
5.	17	GLC-SX-MM	GE SFP, LC connector SX transceiver
6.	1	CON-SNTP-3750G12S	Cisco SmartNet 4 years warranty and maintenance option (24x7, 4 hour service response time) Items 1-5

Virtual Center Management Server (items 7-13)			
Item	Qty	Part Number	Product
7.	1	797821U	IBM X3550, Xeon 5110 1.60GHz/1066MHz/2x2MB L2, 2X512MB, O/Bay HS SATA/SAS, SR 8k-l, 670W p/s Rack
8.	1	39Y6824	Ultrabay Enhanced DVD-ROM/CD-RW Combo Drive
9.	2	39M4522	IBM 160GB 7,2K HS SATA HDD
10.	1	39M5782	1GB (2x512MB) PC2-5300 CL5 ECC DDR2 Chipkill FBDIMM Memory Kit
11.	1	32R2815	X3550 redundant power supply 670W

12.	1	69P9244	IBM Warranty and Maintenance Option 4 years (24x7, 4 hour service response time) Items 7-11
13.	1	P73-03883	Windows Server Standard 2008—Server license CD, and 5 user cal's

New N5200 (items 14-55)			
Item	Qty	Part Number	Product
14.	1	2864-A200000	N5200 Model A20
15.	1	2864-A201040	5M FIBER CLUSTER 4X IB CBL
16.	1	2864-A201042	COPPER-FIBER CONVERTER
17.	1	2864-A207250	DATAONTAP
18.	1	2864-A207251	CIFS
19.	1	2864-A207253	NFS
20.	1	2864-A207257	SNAPMIRROR
21.	1	2864-A207261	SNAPRESTORE
22.	1	2864-A207270	Disk Sanitization
23.	1	2864-A207274	SAN Bundle
24.	1	2864-A207275	ISCSI PROTOCOL
25.	1	2864-A207281	NEAR-LINE FUNCTION
26.	1	2864-A207282	ADV. SINGLE INSTANCE STORAGE
27.	1	2864-A209004	POWER CORD, NORTH AMERICA
28.	1	2864-A209202	FIELD MERGE RACK MOUNT KIT
29.	1	2864-A209559	NUM. OF SATA STORAGE LOOPS
30.	1	2864-A209560	DUAL-PATH FC CABLING ;
31.	2	2861-0010000	EXN1000 SATA EXPANSION UNIT
32.	4	2861-0012010	SFP GBIC
33.	2	2861-0012042	1.0 M FC OPTICAL CABLE
34.	28	2861-0014013	750 GB SATA DRIVE
35.	2	2861-0019004	POWER CORD, NORTH AMERICA
36.	2	2861-0019202	FIELD INSTALL RACK MOUNT KIT
37.	1	2861-0010000	EXN1000 SATA EXPANSION UNIT
38.	2	2861-0012010	SFP GBIC

New N5200 (items 14-55)			
Item	Qty	Part Number	Product
39.	2	2861-0012044	5.0 M FC OPTICAL CABLE
40.	14	2861-0014013	750 GB SATA DRIVE
41.	1	2861-0019004	POWER CORD, NORTH AMERICA
42.	1	2861-0019202	FIELD INSTALL RACK MOUNT KIT
43.	1	2870-6420000	N5200 642 FUNC AUTHORIZATION
44.	1	2870-6427250	DATA ONTAP
45.	1	2870-6427251	CIFS
46.	1	2870-6427253	NFS
47.	1	2870-6427257	SNAPMIRROR
48.	1	2870-6427261	SNAPRESTORE
49.	1	2870-6427270	DISK SANITIZATION
50.	1	2870-6427274	SAN BUNDLE
51.	1	2870-6427275	ISCSI PROTOCOL
52.	1	2870-6427281	NEARLINE FUNCTION
53.	1	2870-6427282	ADV. SINGLE INSTANCE STORAGE
54.	1	COM WSU ONLY 24x7 4HR	WARRANTY UPLIFT to 24x7, 4 hour service response time Items 14-53
55.	1	Hardware Maintenance Agreement	For 4 th year of coverage (24x7, 4 hour service response time) Items 14-53

Upgrade Existing N5200 (items 56-89)			
Item	Qty	Part Number	Product
56.	1	2861-0010000	EXN1000 SATA EXPANSION UNIT
57.	2	2861-0012010	SFP GBIC
58.	2	2861-0012044	5.0 M FC OPTICAL CABLE
59.	14	2861-0014012	500 GB SATA DRIVE
60.	1	2861-0019004	POWER CORD, NORTH AMERICA
61.	1	2861-0019202	FIELD INSTALL RACK MOUNT KIT
62.	1	2863-0040000	N SERIES EXN4000
63.	2	2863-0042011	4-GBPS SF GBIC

Upgrade Existing N5200 (items 56-89)			
Item	Qty	Part Number	Product
64.	1	2863-0042042	1.0 M FC OPTICAL CABLE
65.	14	2863-0044006	300 GB, 15K RPM FC HDD
66.	1	2863-0049004	POWER CORD, NORTH AMERICA
67.	1	2863-0049202	FIELD INSTALL RACK MOUNT KIT
68.	1	2864-A200000	N5200 MODEL A20 Serial Number--000001337
69.	1	2864-A207257	SNAPMIRROR
70.	1	2864-A207270	DISK SANITIZATION
71.	1	2864-A207275	ISCSI PROTOCOL
72.	1	2864-A207281	NEAR-LINE FUNCTION
73.	1	2864-A207282	ADV. SINGLE INSTANCE STORAGE
74.	1	2864-A208008	SNAPDRIVE SOLARIS 1-2 PROCS
75.	1	2864-A208040	SNAPDRIVE UNIX MEDIA KIT
76.	1	2864-A208143	SNAPMANAGER FOR ORACLE
77.	1	2864-A208144	SNAPMANAGER/ORACLE-MEDIA KIT
78.	1	2870-6420000	N5200 642 FUNC AUTHORIZATION Serial Number--000005870
79.	1	2870-6427257	SNAPMIRROR
80.	1	2870-6427270	DISK SANITIZATION
81.	1	2870-6427275	ISCSI PROTOCOL
82.	1	2870-6427281	NEARLINE FUNCTION
83.	1	2870-6427282	ADV. SINGLE INSTANCE STORAGE
84.	1	2870-6428008	SNAPDRIVE - SOLARIS 1-2 PROC
85.	1	2870-6428040	SNAPDRIVE FOR UNIX MEDIA KIT
86.	1	2870-6428143	SNAPMANAGER FOR ORACLE
87.	1	2870-6428144	SNAPMANAGER ORACLE MED KIT
88.	1	COM WSU ONLY 24x7 4HR	WARRANTY UPLIFT to 24x7x4 hour service response time Items 56-87
89.	1	Hardware Maintenance Agreement	For 4 th year of coverage (24x7, 4 hour service response time) Items 56-87

Additional Blades and Blade Upgrades (items 90-93)			
Item	Qty	Part Number	Product
90.	3	8853G6U	IBM Blades HS21, Xeon Quad Core E5450 80W 3.00GHz/1333MHz/12MB L2, 2x1GB Chk, O/Bay SAS
91.	3	41Y8527	QLogic 4Gb Fibre Channel Expansion Card (CFFv) for IBM BladeCenter
92.	32	39M5791	4GB (2x2GB) PC2-5300 CL5 ECC DDR2 Chipkill FBDIMM Memory Kit
93.	1	69P9522	IBM Warranty and Maintenance Option 4 years (24x7, 4 hour service response time) Items 90-92

VMWare (items 94-97)			
Item	Qty	Part Number	Product
94.	1	VI-VCMS-C	VMWare Virtual Center Management Server 2 for Virtual Infrastructure 3
95.	1	VI-VCMS-P-SSS-C	4 years Warranty & Maintenance Support (24x7, 4 hour service response time) –94
96.	10	VI-ENT-C	VmWare Virtual Infrastructure 3 Enterprise Edition - 2 Sockets
97.	10	VI-ENT-P-SSS-C	4 years Warranty & Maintenance Support (24x7, 4 hour service response time) – Item 96

1.3 DELIVERY

The Hardware shall be delivered within thirty (30) days after receipt of purchase order to the delivery location indicated on the purchase order.

Contractor shall provide any special requirements/instructions for site preparation to the Judiciary within seven (7) days after receipt of order. Prior to delivery, Contractor must call the Judiciary contact person indicated on the purchase order, to coordinate delivery arrangements.

1.4 EQUIPMENT AND WARRANTY/MAINTENANCE

Quality of Product. Equipment offered for purchase shall be new, in normal working condition and in accordance with the manufacturer's specifications.

Warranty. The Contractor shall warrant that the hardware purchased pursuant to this IFB will operate in all material respects as described in the applicable product documentation for a period of one year after product delivery.

Warranty service shall be provided on an on-call basis, with coverage 24-hours per day, seven days per week, with a four-hour response time for the repair or replacement of any damaged, defective or faulty parts, at no additional charge to the Judiciary.

Maintenance. Enrollment in the original manufacturer's extended maintenance program (also referred to as "additional warranty") is required for some of the major components of this IFB. Such extended maintenance requirements are reflected as separate line items in Section 1.2, Specifications, and in the cost proposal worksheets contained in Section Three, Offer Form. The duration of coverage required under the manufacturer's extended maintenance period shall be the duration required such that the total coverage provided by the extended maintenance program and the warranty period is equal to at least four years.

Example 1: If the original manufacturer's warranty is one year, the minimum coverage required by the extended maintenance program is three years.

Example 2: If the original manufacturer's warranty period is three years, the minimum coverage required by the extended maintenance program is one year.

Services under the extended maintenance program shall be provided on an on-call basis, with coverage 24-hours per day, seven days per week, with a four-hour response time for the repair or replacement of any damaged, defective or faulty parts, at no additional charge to the Judiciary.

END OF SECTION ONE

SECTION TWO SPECIAL PROVISIONS

2.1 SCOPE

Work included in this contract shall consist of Furnishing, and Delivering Cisco, IBM and VMWare Hardware to the Judiciary. This Invitation for Bids is restricted to the Cisco, IBM and VMWare Hardware listed in this IFB; no other hardware will be accepted. All work shall be performed in accordance with these Special Provisions, the attached Specifications, General Conditions, dated February 2001 and Procedural Requirements dated May 2003, by reference made a part hereof and available at the following location or from our website: <http://www4.hawaii.gov/jud>.

The Judiciary, State of Hawaii
Financial Services Division
Kauikeaouli Hale
1111 Alakea Street, 6th Floor
Honolulu, Hawaii 96813

2.2 OFFICER-IN-CHARGE

David Maeshiro is the designated Officer-In-Charge. The telephone number at which he may be reached is (808) 538-5301.

2.3 TERM OF CONTRACT

Contractor shall enter into a one (1) time purchase contract to furnish and deliver the Cisco, IBM and VMWare Hardware as specified in section 1.2, SPECIFICATIONS.

2.4 DELIVERY

The Contractor shall deliver the Cisco, IBM and VMWare Hardware to the delivery address indicated on the purchase order, within thirty (30) days after receipt of purchase order. Failure to meet the delivery date, will be subject to Liquidated Damages as stated in the Special Provisions.

Offers shall be rejected as non-responsive when submitted on a basis other than F.O.B. destination to include court locations on Oahu, Kauai, Maui, Molokai, Lanai, Hilo and Kona.

2.5 OFFEROR QUALIFICATION

a. Experience: At the time of bidding, offeror shall be an authorized Cisco, IBM and VMWare hardware distributor for the items specified in section 1.2, SPECIFICATIONS or a subsequently authorized dealership.

b. References. Offeror shall list a minimum of two (2) governmental agencies and/or business firms to whom bidder has sold, rented and/or serviced similar Cisco, IBM and VMWare Hardware. Include at least TWO (2) references which cover the above bidder-provided hardware. Offeror shall have on staff at time of bid, at least one vendor certified technician who shall have a minimum of one (1) year experience with installing and maintaining the type of Cisco, IBM and VMWare Hardware that are the subject of this bid. The Judiciary reserves the right to contact any of the listed agencies and/or firms to inquire about the quality and reliability of the equipment and service being provided by the offeror. The Judiciary reserves the right to reject the bid submitted by any offeror who has not provided are similar in nature to services required in this bid or whose performance on other jobs for this type of service has been proven unsatisfactory. (See References section in OFFER FORM for further details.)

c. Local Representative. Offeror shall have and identify a local representative (in Hawaii) in order to qualify for bid. Local representative must have an office location in the state of Hawaii, from where he/she conducts his/her business during normal working-hours and from where he/she will be accessible for receiving requests and/or concerns and for answering queries. Local representative shall be able to meet with the Judiciary and be available, accountable, and responsible for assisting the Judiciary in resolving any issues that may arise as a result of this purchase from IFB award through the warranty period. Failure on the part of the Offeror to meet this requirement shall result in rejection of bid.

2.6 OFFER PREPARATION

Any bid offering terms and conditions contradictory to those included herein shall be rejected without further consideration.

2.6.1. Legal Name

Offeror is requested to submit its bid under its exact legal name as registered at the Department of Commerce and Consumer Affairs. Failure to do so may delay proper execution of the contract.

2.6.2. Offer Price

Offer price shall include all costs required to furnish and deliver the Cisco, IBM and VMWare Hardware as outlined in this IFB. Offer price shall include any maintenance required during the warranty period; maintenance thereafter will be at the option and expense of the Judiciary. All costs shall include any miscellaneous costs, Hawaii General Excise Tax, and any and all other costs incurred for this project.

2.6.3. Proposal Guarantee

A Proposal Guarantee is NOT required for this Bid Proposal.

2.6.4. Hawaii General Excise Tax License

In accordance with Section 103-53.5, Hawaii Revised Statutes, offeror shall submit their current Hawaii General Excise Tax I.D. number in the space provided on the offer form.

2.6.5. Joint Contractors

Offeror may subcontract portions of this project. In this event, the Offeror shall be the Primary Contractor and shall be liable for all work and deliverables to be delivered under this IFB.

2.7 OFFER QUOTATION

All offers shall be submitted on the forms provided and shall be in accordance with the terms and conditions stated herein.

Offer price(s) quoted shall be based on delivery to destination and shall include all other costs and applicable taxes per this IFB. Offers subject to any price increase other than as provided by these special provisions shall not be considered. Offeror's failure to meet this requirement shall result in the rejection of the bid.

If any of the requested information is not furnished in the blank spaces provided on the Offer Form pages, the State will not be able to evaluate the bid item(s). Accordingly, the bid item(s) shall be non-responsive and shall not be considered for award as no bidder will be allowed to furnish missing information after bid opening.

Unit purchase price shall also include warranty maintenance of equipment. Bidder must bid on all items to qualify for award. Offer price shall include any necessary maintenance that must be performed during the warranty period; maintenance thereafter will be at the option and at the expense of The Judiciary

No bidder will be allowed to clarify product identification after bid opening. This is to assure that all bids are submitted under the same conditions with no opportunity for one bidder to have an advantage over any other bidder after exposure of offers.

Brochures and/or Specifications Literature. Offeror shall submit with the bid current brochures and/or specifications literature verifying that the equipment offered conforms to the specifications required. Upon request, bidder shall furnish at his own expense, within five (5) working days from date of The Judiciary's request, any further information required to determine acceptability of equipment offered. Offeror shall include operating, instructions, and technical manuals for the equipment ordered.

2.8 OFFER SUBMISSION

Offerors shall submit three (3) copies (1 original, 2 copies) of their Offer form/packet (accompanying brochures may be in hard copy or in PDF format on CD). Offers must be submitted no later than the date and time indicated in the Invitation for Bids notice to:

The Judiciary, State of Hawaii
Financial Services Division
1111 Alakea Street, 6th Floor
Honolulu, HI 96813 -2807
Attention: Jonathan Wong

Email: jonathan.h.wong@courts.state.hi.us

Fax: 538-5802

OFFERS RECEIVED AFTER THE ABOVE DATE AND TIME SPECIFIED SHALL NOT BE ACCEPTED AND SHALL BE RETURNED TO THE VENDOR UNOPENED.

2.8.1 Offers on CD

As an option to submitting hard copies (orig. + 2) of your entire offer packet, offers may be submitted on CD (3 copies of CD) in Adobe's pdf format along with hard copies of the Offer Form, all no later than the date and time indicated in the Invitation for Bids notice.

2.8.2 Offers via electronic submittal

Offers via electronic submittal – As another option to submitting hard copies of your offer packet, offers may be submitted no later than the date and time indicated in the Invitation for Bids notice to the above Purchasing Specialist via Email or FAX.

2.9 CONTRACT AWARD

2.9.1 Award

Award, if any, shall be made to the responsible Offeror submitting the lowest Total Bid price to furnish and deliver the Cisco, IBM and VMWare Hardware and Support.

2.9.2 Tax Clearance

HRS Chapter 237 Tax Clearance requirement for award. Pursuant to §103D-328, HRS, prior to the execution of the contract, the successful Offeror shall be required to submit a tax clearance certificate issued by the Hawaii State Department of Taxation (DOTAX) and the Internal Revenue Service (IRS). The certificate is valid for six (6) months from the most recent approval stamp date on the certificate and must be valid on the date received by the Judiciary.

The Contractor is required to submit a tax clearance certificate, not over two months old, with an original green certified copy stamp, upon completion of the contract.

The tax clearance certificate may be obtained from the following site:

<http://www.state.hi.us/tax/2006/a6.pdf> or by Fax/Mail at (808) 587-7522 or 1-800-222-7572.

2.9.3 Certificate of Compliance

HRS Chapters 383 (Unemployment Insurance), 386 (Workers' Compensation), 392 (Temporary Disability Insurance), and 393 (Prepaid Health Care) requirements for award.

Instructions are as follows:

Pursuant to §103D-310(c), HRS, the lowest responsive Offeror shall be required to submit a certificate of compliance issued by the Hawaii State Department of Labor and Industrial Relations (DLIR). The certificate is valid for six (6) months from the date of issue and must be valid on the date it is received by the Judiciary. A photocopy of the certificate is acceptable to the Judiciary.

The certificate of compliance shall be obtained on the State of Hawaii, DLIR APPLICATION FOR CERTIFICATE OF COMPLIANCE WITH SECTION 103D-310(c), HRS, Form LIR#27 which is available at <http://hawaii.gov/labor/forms/DCD-LIR27.pdf> or at the neighbor island DLIR District offices. The DLIR will return the form to the Offeror which in turn shall submit it to the Judiciary Contracts & Purchasing Office at 1111 Alakea Street, 6th Floor.

The application for the certificate is the responsibility of the Offeror, and must be submitted directly to the DLIR, and not the Judiciary. However, the certificate shall be submitted to the Judiciary.

2.9.4 Certificate of Good Standing

Compliance with Section 103D-310(c), HRS, for an entity doing business in the State. The lowest responsive Offeror shall be required to submit a CERTIFICATE OF GOOD STANDING issued by the Department of Commerce and Consumer Affairs, Business Registration Division (BREG). The Certificate is valid for six months from date of issue and must be valid on the date it is received by the Judiciary. A photocopy of the certificate is acceptable to the Judiciary.

To obtain the Certificate, the Offeror must first be registered with the BREG. A sole proprietorship, however, is not required to register with the BREG, and therefore not required to submit the certificate.

On-line business registration and the Certificate are available at www.BusinessRegistrations.com. To register or to obtain the Certificate by phone, call (808) 586-2727 (M-F 7:45 to 4:30 HST). Offerors are advised that there are costs associated

with registering and obtaining the Certificate.

2.9.5 Hawaii Compliance Express.

Alternatively, instead of separately applying for these certificates at the various state agencies, vendors may choose to use the Hawaii Compliance Express (HCE), which allows businesses to register online through a simple wizard interface at <http://vendors.ehawaii.gov/hce/spolash/welcom.html> to acquire a "Certificate of Vendor Compliance." The HCS provides current compliance status as of the issuance date. The "Certificate of Vendor Compliance" indicating that vendor's status is compliant with the requirements of Chapter 103D-310(c), HRS, shall be accepted for both contracting purposes and final payment. Under Hawaii Law, Vendors must provide proof of compliance in order to receive a contract greater than \$25,000 with state and counter government entities in Hawaii. Vendors that elect to use the new HCE services will be required to pay an annual fee of \$15.00 to the Hawaii Information Consortium, LLC (HIC). Vendors choosing not to participate in the HCE program will be required to provide the paper certificates as instructed in the sections previous to this one. Pursuant to §103D-328, HRS, prior to the execution of the contract, the successful Offeror shall be required to submit a tax clearance certificate issued by the Hawaii State Department of Taxation (DOTAX) and the Internal Revenue Service (IRS). The certificate is valid for six (6) months from the most recent approval stamp date on the certificate and must be valid on the date received by the Judiciary.

The Contractor is required to submit a tax clearance certificate, not over two months old, with an original green certified copy stamp, upon completion of the contract.

The tax clearance certificate may be obtained from the following site:

<http://www.state.hi.us/tax/2003/a6.pdf> or by Fax/Mail at (808) 587-7522 or 1-800-222-7572.

2.9.6 Timely Submission of all Certificates. The above certificates should be applied for and submitted to the Judiciary upon award of contract. If a valid certificate is not submitted on a timely basis for award of a contract, an offer otherwise responsive and responsible may not receive the award.

2.9.7 Final Payment Requirements. In addition to a tax clearance certificate an original "CERTIFICATE OF GOOD STANDING for FINAL PAYMENT" (SPO Form 22) will be required for final payment. A copy of the form is also available at: <http://www2.hawaii.gov/stateformsfiles/form22.pdf>.

2.10 CONTRACT EXECUTION

The successful Offeror receiving the award shall be required to enter into a formal written contract with the Judiciary. The above Certificates must be submitted prior to execution of contract (if copies were not included with bid proposal). Upon execution of the contract, the Judiciary shall issue a Notice to Proceed, specifying the contract commencement date.

No work shall be undertaken by the Contractor prior to the commencement date specified on the

Notice to Proceed. The Judiciary is not liable for any work, contract, costs, expenses, loss of profits, or any damages whatsoever incurred by the Contractor arising prior to the official starting date.

2.11 CONTRACT BOND

Contract Bond is NOT required for this contract.

2.12 INVOICING AND PAYMENT

Contractor shall submit an original and three copies of the invoice to the billing address indicated on the purchase order.

Section 103-10, Hawaii Revised Statutes, provides that the Judiciary shall have thirty (30) calendar days after receipt of invoice or satisfactory completion of contract to make payment. For this reason, the Judiciary will reject any bid submitted with a condition requiring payment within a shorter period. Further, the Judiciary will reject any bid submitted with a condition requiring interest payments greater than that allowed by Section 103-10, H.R.S., as amended.

The Judiciary will not recognize any requirement established by the Contractor and communicated to the Judiciary after award of the contract, which requires payment within a shorter period or interest payment not in conformance with statute.

2.13 DELIVERY EXTENSION

If Contractor fails to deliver within the time allowed, liquidated damages as specified above shall apply. However, Contractor shall not be held responsible for delay due to reasons beyond its control, provided he notifies the Financial Services Administrator of such delay and the reasons for such delay, as soon as practicable, and requests extension prior to the delivery deadline. Requests for extensions shall not be considered without documentation substantiating that the causes for delay were, in fact, beyond the control of the Contractor. The Judiciary shall be the sole judge of whether such delay is truly beyond the control of the Contractor and whether extension will be granted.

2.14 DELIVERY AND SITE PREPARATION

Delivery of the Cisco, IBM and VMWare Hardware shall be completed within thirty (30) calendar days to the appropriate delivery site after receipt of purchase order.

Contractor shall provide Judiciary with any special requirements/instructions for site preparation to the Judiciary within seven (7) days after receipt of order. The Judiciary shall at its own expense be responsible for installation of all equipment delivered by contractor. Upon installation, equipment will be certified by Cisco, IBM and VMWare and covered under Cisco, IBM and VMWare warranty provisions.

2.15 TRAINING OF PERSONNEL

There are no specific personnel training requirements associated with this IFB.

2.16 TERMINATION FOR CAUSE

If the Contractor:

1. Fails to begin the work or services under the contract within or by the time specified.
2. Fails to perform the work with sufficient workmen, equipment, or materials to insure prompt completion of the work.
3. Performs the work or services negligently, or neglects or refuses to remove materials or to perform anew, such work or services that may be rejected as unacceptable.
4. Discontinues the prosecution of the work or services.
5. Otherwise breaches any term of the contract.
6. Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency.
7. Allows any final judgment to stand against him unsatisfied for a period of ten (10) days.
8. Makes an assignment for the benefit of creditors.
9. For any other cause whatsoever, fails to carry out the work or services in an acceptable manner, the Judiciary will give notice to the Contractor of such delay, neglect, or default. If the Contractor within a period of ten (10) days after the date of such notice, shall not proceed in accordance therewith, then the Judiciary will have full power and authorize, without violating the contract, to take the prosecution of the work or services out of the hands of the Contractor, and to use such methods are deemed necessary to complete the contract in an acceptable manner.

All costs and charges incurred by the Judiciary, together with the cost of completing the work or services under the contract, will be off set from any monies due or which would or might have become due to the Contractor had the Contractor completed the work under the contract. If such expense exceeds the sum which would have been payable under the contract, the Contractor shall be liable and shall pay to the Judiciary the amount of such excess within ten (10) days after demand therefore.

2.17 LIQUIDATED DAMAGES

Failure to complete delivery of any item in the contract within the time proposed will cause damage to the Judiciary. The amounts of said damages being difficult, if not impossible to ascertain, shall be estimated, agreed upon and fixed at the sum of TWENTY FIVE DOLLARS (\$25.00) for each and every calendar day the Contractor delays in completing any item of the contract after the required

date of said completion. The total sum due for such delay, shall be deducted from any payments due or to become due to the Contractor.

2.18 INTERPRETATION OF PROVISIONS

Notwithstanding any other provisions, if there is any doubt as to the interpretation of any of the provisions of this agreement, the interpretation given and made by the Officer-in-Charge with the approval of the Financial Services Administrator, or the interpretation made by the Financial Services Administrator, shall govern and control. In addition, the parties hereto agree that said Financial Services Administrator, shall have the sole power to decide and resolve matters which may come up in the future and which are not covered by this agreement.

2.19 CONFLICTS AND VARIATIONS

In the event of any conflict or variation between the provisions of this document entitled Special Provisions and the General Conditions, the provisions of the document entitled Special Provisions shall control.

END OF SECTION TWO

SECTION THREE - OFFER FORM

INVITATION FOR BIDS NO. J08247

FURNISH AND DELIVER CISCO, IBM AND VMWARE HARDWARE AND SUPPORT TO THE JUDICIARY, STATE OF HAWAII

Offeror: _____

Honolulu, Hawaii

_____, 2008

Financial Services Administrator
The Judiciary, State of Hawaii
Kauikeaouli Hale
1111 Alakea Street, 6th Floor
Honolulu, Hawaii 96813

Dear Financial Services Administrator:

The following offer is made to provide the goods and service indicated in the following proposal schedule to the Judiciary, State of Hawaii, at the location(s) required in the specifications, all according to the true intent and meaning of the specifications hereinafter contained.

The undersigned states that he has carefully read and understands the terms and conditions specified in the proposal, the Specifications and Special Provisions attached hereto, and in the General Conditions dated February 2001 by reference made a part hereof and available upon request, for this contract, and that the Financial Services Administrator reserves the right to reject any or all bids and to waive any defects when in his opinion such rejection or waiver will be for the best interest of the Judiciary.

The undersigned further understands and agrees that by submitting this offer, 1) he/she is declaring his/her offer is not in violation of Chapter 84, Hawaii Revised Statutes, concerning prohibited State contracts, and 2) he/she is certifying that the price(s) submitted was (were) independently arrived at without collusion.

The undersigned hereby proposes to **FURNISH AND DELIVER CISCO, IBM AND VMWARE HARDWARE AND SUPPORT TO THE JUDICIARY, STATE OF HAWAII**, in strict compliance with the Agreement, Specifications, Special Provisions, and General Conditions dated February 2001 and Procedural Requirements dated May 2003 by reference made a part hereof and available upon request, for the Total Bid Price of:

(\$ _____) Dollars

The undersigned represents: (Check _ one only)

☐ A Hawaii Business incorporated or organized under the State of Hawaii; OR

☐ A Compliant Non-Hawaii business not incorporated or organized under the laws of the State of Hawaii, but registered at the State of Hawaii Department of Commerce and Consumer Affairs Business Registration Division to do business in the State of Hawaii and has a separate branch or division in the State that is capable of fully performing under the contract.

State of incorporation _____

Offeror is:

☐ Sole Proprietor ☐ Partnership ☐ Corporation ☐ Joint Venture
☐ Other _____

If Offeror is a "dba" or a "division" of a corporation, please furnish the exact legal name of the corporation under which the contract, if awarded, will be executed:

Federal I.D. No. _____

Hawaii General Excise Tax License I.D. No. _____

Payment address (other than street address below): _____

City, State, Zip Code

Business address (Hawaii street address): _____

City, State, Zip

Date: _____

Respectfully submitted,

Telephone No.: _____

(x) _____
Authorized Original Signature

Fax No.: _____

Name and Title (Please Type or Print)

Email Address: _____

The following proposal is hereby submitted to furnish and deliver Cisco, IBM and VMWare Hardware and Support that shall be delivered within thirty (30) days after receipt of purchase order.

I. Cisco, IBM and VMWare Hardware and Maintenance Costs for Warranty Period (See Section 1.4)

Cisco, IBM and VMWare Hardware Costs

Cisco Switch (items 1-6)					
Item	(A) Qty.	Part Number	Product	(B) Unit Price	(A x B) Ext. Price
1.	2	WS-C3750G-12S-S	Cisco Catalyst 3750 12 SFP+IPB Image		
2.	1	CAB-STAC-50CM	Cisco StackWise 50 CM Stacking Cable		
3.	2	CAB-AC	Power Cord, 110V		
4.	3	GLC-T	GE SFP, RJ45 connector, 10/100/1000BT transceiver		
5.	17	GLC-SX-MM	GE SFP, LC connector SX transceiver		
6.	1	CON-SNTP-3750G12S	Cisco SmartNet 4 years warranty and maintenance option (24x7, 4 hour service response time) Items 1-5		

Virtual Center Management Server (items 7-13)					
Item	(A) Qty.	Part Number	Product	(B) Unit Price	(A x B) Ext. Price
7.	1	797821U	IBM X3550, Xeon 5110 1.60GHz/1066MHz/2x2MB L2, 2X512MB, O/Bay HS SATA/SAS, SR 8k-1, 670W p/s Rack		
8.	1	39Y6824	Ultrabay Enhanced DVD-ROM/CD-RW Combo Drive		

Virtual Center Management Server (items 7-13)					
Item	(A) Qty.	Part Number	Product	(B) Unit Price	(A x B) Ext. Price
9.	2	39M4522	IBM 160GB 7,2K HS SATA HDD		
10.	1	39M5782	1GB (2x512MB) PC2-5300 CL5 ECC DDR2 Chipkill FBDIMM Memory Kit		
11.	1	32R2815	X3550 redundant power supply 670W		
12.	1	69P9244	IBM Warranty and Maintenance Option 4 years (24x7, 4 hour service response time) Items 7-11		
13.	1	P73-03883	Windows Server Standard 2008— Server license CD, and 5 user cal's		

New N5200 (items 14-55)					
Item	(A) Qty.	Part Number	Product	(B) Unit Price	(A x B) Ext. Price
14.	1	2864-A200000	N5200 Model A20		
15.	1	2864-A201040	5M FIBER CLUSTER 4X IB CBL		
16.	1	2864-A201042	COPPER-FIBER CONVERTER		
17.	1	2864-A207250	DATAONTAP		
18.	1	2864-A207251	CIFS		
19.	1	2864-A207253	NFS		
20.	1	2864-A207257	SNAPMIRROR		
21.	1	2864-A207261	SNAPRESTORE		
22.	1	2864-A207270	Disk Sanitization		
23.	1	2864-A207274	SAN Bundle		
24.	1	2864-A207275	ISCSI PROTOCOL		
25.	1	2864-A207281	NEAR-LINE FUNCTION		
26.	1	2864-A207282	ADV. SINGLE INSTANCE STORAGE		

New N5200 (items 14-55)					
Item	(A) Qty.	Part Number	Product	(B) Unit Price	(A x B) Ext. Price
27.	1	2864-A209004	POWER CORD, NORTH AMERICA		
28.	1	2864-A209202	FIELD MERGE RACK MOUNT KIT		
29.	1	2864-A209559	NUM. OF SATA STORAGE LOOPS		
30.	1	2864-A209560	DUAL-PATH FC CABLING		
31.	2	2861-0010000	EXN1000 SATA EXPANSION UNIT		
32.	4	2861-0012010	SFP GBIC		
33.	2	2861-0012042	1.0 M FC OPTICAL CABLE		
34.	28	2861-0014013	750 GB SATA DRIVE		
35.	2	2861-0019004	POWER CORD, NORTH AMERICA		
36.	2	2861-0019202	FIELD INSTALL RACK MOUNT KIT		
37.	1	2861-0010000	EXN1000 SATA EXPANSION UNIT		
38.	2	2861-0012010	SFP GBIC		
39.	2	2861-0012044	5.0 M FC OPTICAL CABLE		
40.	14	2861-0014013	750 GB SATA DRIVE		
41.	1	2861-0019004	POWER CORD, NORTH AMERICA		
42.	1	2861-0019202	FIELD INSTALL RACK MOUNT KIT		
43.	1	2870-6420000	N5200 642 FUNC AUTHORIZATION		
44.	1	2870-6427250	DATA ONTAP		
45.	1	2870-6427251	CIFS		
46.	1	2870-6427253	NFS		
47.	1	2870-6427257	SNAPMIRROR		
48.	1	2870-6427261	SNAPRESTORE		
49.	1	2870-6427270	DISK SANITIZATION		
50.	1	2870-6427274	SAN BUNDLE		
51.	1	2870-6427275	ISCSI PROTOCOL		
52.	1	2870-6427281	NEARLINE FUNCTION		

New N5200 (items 14-55)					
Item	(A) Qty.	Part Number	Product	(B) Unit Price	(A x B) Ext. Price
53.	1	2870-6427282	ADV. SINGLE INSTANCE STORAGE		
54.	1	COM WSU ONLY 24x7 4HR	WARRANTY UPLIFT to 24x7, 4 hour service response time Items 14-53		
55.	1	Hardware Maintenance Agreement	For 4 th year of coverage (24x7, 4 hour service response time) Items 14-53		

Upgrade Existing N5200 (items 56-89)					
Item	(A) Qty.	Part Number	Product	(B) Unit Price	(A x B) Ext. Price
56.	1	2861-0010000	EXN1000 SATA EXPANSION UNIT		
57.	2	2861-0012010	SFP GBIC		
58.	2	2861-0012044	5.0 M FC OPTICAL CABLE		
59.	14	2861-0014012	500 GB SATA DRIVE		
60.	1	2861-0019004	POWER CORD, NORTH AMERICA		
61.	1	2861-0019202	FIELD INSTALL RACK MOUNT KIT		
62.	1	2863-0040000	N SERIES EXN4000		
63.	2	2863-0042011	4-GBPS SF GBIC		
64.	1	2863-0042042	1.0 M FC OPTICAL CABLE		
65.	14	2863-0044006	300 GB, 15K RPM FC HDD		
66.	1	2863-0049004	POWER CORD, NORTH AMERICA		
67.	1	2863-0049202	FIELD INSTALL RACK MOUNT KIT		
68.	1	2864-A200000	N5200 MODEL A20 Serial Number--000001337		
69.	1	2864-A207257	SNAPMIRROR		
70.	1	2864-A207270	DISK SANITIZATION		

Upgrade Existing N5200 (items 56-89)					
Item	(A) Qty.	Part Number	Product	(B) Unit Price	(A x B) Ext. Price
71.	1	2864-A207275	ISCSI PROTOCOL		
72.	1	2864-A207281	NEAR-LINE FUNCTION		
73.	1	2864-A207282	ADV. SINGLE INSTANCE STORAGE		
74.	1	2864-A208008	SNAPDRIVE SOLARIS 1-2 PROCS		
75.	1	2864-A208040	SNAPDRIVE UNIX MEDIA KIT		
76.	1	2864-A208143	SNAPMANAGER FOR ORACLE		
77.	1	2864-A208144	SNAPMANAGER/ORACLE-MEDIA KIT		
78.	1	2870-6420000	N5200 642 FUNC AUTHORIZATION Serial Number--000005870		
79.	1	2870-6427257	SNAPMIRROR		
80.	1	2870-6427270	DISK SANITIZATION		
81.	1	2870-6427275	ISCSI PROTOCOL		
82.	1	2870-6427281	NEARLINE FUNCTION		
83.	1	2870-6427282	ADV. SINGLE INSTANCE STORAGE		
84.	1	2870-6428008	SNAPDRIVE - SOLARIS 1-2 PROC		
85.	1	2870-6428040	SNAPDRIVE FOR UNIX MADIA KIT		
86.	1	2870-6428143	SNAPMANAGER FOR ORACLE		
87.	1	2870-6428144	SNAPMANAGER ORACLE MED KIT		
88.	1	COM WSU ONLY 24x7 4HR	WARRANTY UPLIFT to 24x7x4 hour service response time Items 56- 87		
89.	1	Hardware Maintenance Agreement	For 4 th year of coverage (24x7, 4 hour service response time) Items 56-87		

Additional Blades and Blade Upgrades (items 90-93)					
Item	(A) Qty.	Part Number	Product	(B) Unit Price	(A x B) Ext. Price
90.	3	8853G6U	IBM Blades HS21, Xeon Quad Core E5450 80W 3.00GHz/1333MHz/12MB L2, 2x1GB Chk, O/Bay SAS		
91.	3	41Y8527	QLogic 4Gb Fibre Channel Expansion Card (CFFv) for IBM BladeCenter		
92.	32	39M5791	4GB (2x2GB) PC2-5300 CL5 ECC DDR2 Chipkill FBDIMM Memory Kit		
93.	1	69P9522	IBM Warranty and Maintenance Option 4 years (24x7, 4 hour service response time) Items 90-92		

VMWare (items 94-97)					
Item	(A) Qty.	Part Number	Product	(B) Unit Price	(A x B) Ext. Price
94.	1	VI-VCMS-C	VMWare Virtual Center Management Server 2 for Virtual Infrastructure 3		
95.	1	VI-VCMS-P-SSS-C	4 years Warranty & Maintenance Support (24x7, 4 hour service response time) -94		
96.	10	VI-ENT-C	VmWare Virtual Infrastructure 3 Enterprise Edition -2 Sockets		

97.	10	VI-ENT-P-SSS-C	4 years Warranty & Maintenance Support (24x7, 4 hour service response time) – Item 96		
-----	----	----------------	---	--	--

Grand Total*	\$ _____ *
---------------------	------------

* Grand Total should agree with Total Bid Price on page 1 of Offer Form. Unit Price and Grand Total shall include all shipping & handling costs , Hawaii General Excise Tax, and any and all other costs to provide the equipment per the specifications. The Judiciary shall at its own expense be responsible for installation and programming of all Cisco, IBM and VMWare Hardware delivered by contractor.

AWARD of this IFB will be based on Grand Total. In the event of a calculation error, unit price shall prevail.

II. Additional Information

A. AUTHORIZED, LOCAL SALES/SERVICE REPRESENTATIVE

Company and Contact Name	Address	Phone/Fax/email

B. JOINT CONTRACTORS/SUBCONTRACTORS

The Offeror certifies that the following is a complete list of all contractors and subcontractors who will be engaged by the Offeror on the project to perform the nature and scope of work indicated. The Offeror further understands that only those joint contractors and subcontractors listed shall be allowed to perform work on this project and that all other work necessary shall be performed by the Offeror with his own employees. If no joint contractor or subcontractor is listed, it shall be construed that all of the work

shall be performed by the Offeror with his own employees.

Provide the complete firm name, address and phone number of the joint or subcontractor.

Subcontractor Name	Address	Phone/Fax/Email

C. REFERENCES

FAILURE TO COMPLETE ANY OF THE FOLLOWING ITEMS MAY RESULT IN THE DISQUALIFICATION OF THE SUBMITTED BID.

Names and addresses of companies, other than the Judiciary, for which the undersigned has furnished Cisco, IBM and VMWare Hardware and/or has performed or is currently performing maintenance services that are similar in nature and/or volume to services specified in the attached specifications. Refer to References section, of the enclosed Bid Proposal.

Company/Agency Name & Contact	Address	Phone/Fax/email

END OF SECTION THREE

SECTION FOUR - ATTACHMENTS

GENERAL CONDITIONS

PROCEDURAL REQUIREMENTS

PUBLICATION 1, INFORMATION ON TAXES

TAX CLEARANCE APPLICATION

CERTIFICATE OF COMPLIANCE